| ORDER FOR SUPPLIES OR SERVICES | | | | | | | PAGE 1 OF 16 | | | | | |
|---|-------------------|---------------------------|---|-------------|--------------|------------------|---|----------------|---------------|-------------------------------------|---|---|
| 4 001 | | | | | | | 4 D. W. O. O. O. O. | | | | OVER THE STATE OF | - PDYORYEL |
| | E20-03-P-0 | | ER/AGREEMENT NO. | 2. DELIV | VERY ORDER | /CALL NO. | 3. DATE OF ORD (YYYYMMMDD) 2003JUN11 | ER/CAL | | JISITION/PURCH RE | QUEST NO. | 5. PRIORITY DOA5 |
| 6. ISSUEL |) BY | | | CODE | W52H09 | 7. ADMINIST | TERED BY (If other t | han 6) | DEE C | | 3310A | 8. DELIVERY FOB |
| AMS CAT ROC | K ISLAND I | A (L | ND 309)782-1258 61299-7630 @RIA.ARMY.MIL | | | FT 207 | A NEW YORK WADSWORTH BI NEW YORK AVE TEN ISLAND N | : IY 10 | | ADP PT: HO033 | 37 | X DESTINATION OTHER (See Schedule if other) |
| 9. CONTR | ACTOR | | | CODE | 06MA8 | FACIL | | 10. DE | | OB POINT BY (Date) | | 11. X IF BUSINESS IS |
| • TRI-TECHNOLOGIES, INC. | | | | | | • | (Y | YYYMMMDI | D) | | X SMALL | |
| | 40 HAF | RTF | ORD AVE | | | | | | SCHEDULE | | | SMALL |
| NAME AND ADDRESS | | VE | RNON, NY. 105535 | 5119 | | | | 12. DI | SCOUNT TEF | RMS | | DISADVANTAGED WOMAN-OWNED |
| | • | 277.0 | TNEGG: Other Gran | -11 D | inana Davi | £ | • | | | S TO THE ADDRESS | IN BLOCK | |
| 14. SHIP 7 | | 305 | INESS: Other Sma | CODE | iness Peri | | T WILL BE MADE | | Block 15 | COD | E HQ0337 | MARK ALL |
| | SCHEDULE | | | | | DFA NOR PO | S COLUMBUS CE TH ENTITLEMEN BOX 182266 UMBUS OH 43 | NTER IT OPE | | | ~ | PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2 |
| 16. TYPE | DELIVERY/ CALL | | THIS DELIVERY ORDER | R IS ISSUED | ON ANOTHER O | GOVERNMENT AC | GENCY OR IN ACCORD | ANCE W | ITH AND SUBJE | ECT TO TERMS AND COM | NDITIONS OF ABOV | E NUMBERED CONTRACT. |
| OF ORDER | PURCHASE | х | Reference your | Oral | | | specified herein. | , D | ated | · | | |
| | | | ACCEPTANCE. THI | | | | | | | MBERED PURCHASI AND AGREES TO PE | | MAY PREVIOUSLY HAVE ME. |
| NAME OF CONTRACTOR SIGNATURE TYPED NAME AND TITLE DATE SIGNED (YYYYMMMDD) If this box is marked, supplier must sign Acceptance and return the following number of copies: 17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE | | | | | | | | | | | | |
| | SCHEDULE | AFI | ROFRIATION DATA/LO | OCAL USE | | | | | | | | |
| 18. ITEM | NO. 19. So | СНЕ | EDULE OF SUPPLIES/SI | ERVICE | | | 20. QUANTITY ORDERED/ ACCEPTED* | ? | 21. UNIT | 22. UNIT PRICE | 23. AMOUNT | |
| | CON' F: KIN | TR <i>A</i> irn D C | CHEDULE ACT TYPE: a-Fixed-Price OF CONTRACT: bly Contracts an | d Drigo | d Ordora | | | | | | | |
| * TF | | | | | STATES OF A | AMEDICA | | | | | 25. TOTAL | \$14,750.00 |
| same as qu | accepted by the | ind | icate by X. | 4. UNITED | SUZANNE | K MCGREGOR | /SIGNED/ | !-3127 | | | 26. | |
| quantity o | rdered and enci | rcle. | | BY: | | | ·/ GI GNEB/// | | | RDERING OFFICER | DIFFERENCES | 9 |
| | PECTED COL | _ | N 20 HAS BEEN RECEIVED | ACCEPTEI | D. AND CONFO | ORMS TO CON | TRACT EXCEPT AS | NOTE | 0 | | | |
| | | _ | RIZED GOVERNMENT | | - | 2000 | c. DATE (YYYYMMMD | | d. PRINTE | D NAME AND TITLE SENTATIVE | OF AUTHORIZE | D GOVERNMENT |
| e. MAILI | NG ADDRESS (| OF A | AUTHORIZED GOVERN | MENT RE | PRESENTATI | VE | 28. SHIP. NO. | | 29. D.O. VOU | CHER NO. | 30. INITIALS | |
| e mer en | HOLE MAN | D | | A DDDEGG | | | PARTIA | L | 32. PAID BY | | 33. AMOUNT V | ERIFIED CORRECT FOR |
| f. TELEP | HONE NUMBE | К | g. E-MAIL A | ADDRESS | | | FINAL 31. PAYMENT | 1 | | | 34. CHECK NU | MBER |
| 36. I CER | TIFY THIS ACC | COU | INT IS CORRECT AND I | PROPER F | OR PAYMENT | г. | COMPL | ETE | | | | |
| a. DATE | MMDD) | | b. SIGNATURE AND | TITLE OF | CERTIFYING | OFFICER | PARTIA FINAL | L | | | 35. BILL OF L | ADING NO. |
| 37. RECE | IVED AT | | 38. RECEIVED BY (P | 'rint) | 39. DATE RE | | 40. TOTAL CO TAINERS | DN- | 41. S/R ACCO | OUNT NUMBER | 42. S/R VOUCH | IER NO. |

Regulatory Cite

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-P-0404

MOD/AMD

Page 2 of 16

Date

Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

This award is made against an urgent price and availability for 1,000 each Cover, Ejection.

Packaging is now Best Commercial.

| * * | END | OF | NARRATIVE | Ζ | 001 | * * * |
|-----|-----|----|-----------|---|-----|-------|
| | | | | | | |

| 1 | HQ, DA | NOTICE TO OFFERORS - | USE OF CLASS I OZONE-DEPLETIN | G SUBSTANCES | JUL/1993 |
|-----|--------------------|----------------------------|--------------------------------|--------------------------|------------------------|
| (a) | In accordance with | Section 326 of P.L. 102-48 | 84, the Government is prohibit | ed from awarding any con | tract which includes a |

Title

- (a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.
- (b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.
- (c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(End of Clause)

(AA7020)

2 52.201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN

APR/2002

- a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.
 - b. If you think that this solicitation:
 - 1. has inappropriate requirements; or
 - 2. needs streamlining; or
 - 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

- c. The buyer's name, phone number and address are on the cover page of this solicitation.
- d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI
AMSTA-AQ-AR (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-3224
Electronic Mail Address: ombudsman@ria.army.mil

- e. If you contact the Ombudsman, please provide him with the following information:
 - (1) TACOM-RI solicitation number;
 - (2) Name of PCO;
 - (3) Problem description;

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-P-0404

MOD/AMD

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Name of Offeror or Contractor:

(4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

3 52.210-4516 COMMERCIAL EQUIVALENT ITEM(S)

JUN/1998

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

4 52.211-4506 TACOM-RI INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL $% \left(1\right) =\left(1\right) +\left(1$

DEC/1997

TACOM-RI SPECIFICATIONS AND STANDARDS

- (a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.
- (b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

| SPI | MILITARY/FEDERAL | LOCATION OF | FACILITY | ACO |
|-------------|------------------|-------------|-------------|-----|
| | SPEC/STANDARD | REQUIREMENT | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

- (c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.
- (d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.
 - (e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:
- (1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.
- (2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.
- (f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

| CLIN | PRICE | \$ |
|------|-----------|----|
| CLIN | PRICE | \$ |
| CLIN | PRICE | \$ |
| CLIN | PRICE | \$ |

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-P-0404 MOD/AMD

Page 4 of 16

Name of Offeror or Contractor:

(End of clause)

(AS7008)

5 52.233-4503 TACOM-RI AMC-LEVEL PROTEST PROGRAM

JUN/1998

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL 5001 Eisenhower Avenue Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680 Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/cc/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

6 52.245-4576 NOTICE OF DEMILITARIZATION REQUIREMENT TACOM-RI

MAR/1995

This solicitation and any resulting contract are subject to the ''Demilitarization - Small Arms Weapons and Parts, and Accessories (Category I - Munitions List Items)'' clause contained in Section H of this document.

(End of clause)

(AS7500)

Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-P-0404 MOD/AMD

Page 5 **of** 16

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|-------------|
| | SUPPLIES OR SERVICES AND PRICES/COSTS | | | | |
| | | | | | |
| | | | | | |
| 0001 | PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV | 1000 | EA | \$14.75000 | \$14,750.00 |
| | | | | | |
| | NSN: 1005-01-236-0238 NOUN: COVER EJECTION PORT | | | | |
| | FSCM: 19200 | | | | |
| | PART NR: 9350067 | | | | |
| | SECURITY CLASS: Unclassified | | | | |
| | PRON: M131S732M1 PRON AMD: 02 ACRN: AA | | | | |
| | AMS CD: 0700116Z6ZA | | | | |
| | | | | | |
| | Packaging and Marking | | | | |
| | Inspection and Acceptance | | | | |
| | INSPECTION: Origin ACCEPTANCE: Origin | | | | |
| | | | | | |
| | Deliveries or Performance | | | | |
| | DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD | | | | |
| | 001 W52H093149A150 W25G1U J 1 | | | | |
| | DEL REL CD QUANTITY DEL DATE | | | | |
| | 001 1,000 10-NOV-2003 | | | | |
| | FOB POINT: Destination | | | | |
| | CHID TO FREIGHT ADDRESS | | | | |
| | SHIP TO: FREIGHT ADDRESS (W25GlU) XU TRANSPORTATION OFFICER | | | | |
| | DDSP NEW CUMBERLAND FACILITY | | | | |
| | BUILDING MISSION DOOR 113 134 | | | | |
| | NEW CUMBERLAND PA 17070-5001 | | | | |
| | COMPRACT/DELIVERY ORDER NUMBER | | | | |
| | CONTRACT/DELIVERY ORDER NUMBER DAAE20-03-P-0404/0000 | | | | |
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Reference No. of Document Being Continued

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MOD/AMD

Page 6 **of** 16

Name of Offeror or Contractor:

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

7 52.210-4501 TACOM-RI DRAWINGS/SPECIFICATION

MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 9350067 with revisions in effect as of 05 DEC 00 (except as follows):

SEE SECTION C

(CS6100)

PACKAGING AND MARKING

8 52.211-4503 PACKAGING REQUIREMENTS (COMMERCIAL)

FEB/2000

TACOM-RI

- a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.
 - b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL Level of Packing: COMMERCIAL Quantity Per Unit Package: 001

Quantity of Unit Packages Per Intermediate Container: see para 1

- (1) Packaging Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:
- (i) Cleanliness Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.
- (ii) Preservation Items susceptible to corrosion of deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.
- (iii) Cushioning Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.
 - (2) Unit package:
- (i) Unit Package A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.
- (ii) Unit Package Quantity Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.
 - (3) Intermediate Package:
- (i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.
 - (4) Packing:

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-P-0404 MOI

MOD/AMD

Page 7 **of** 16

Name of Offeror or Contractor:

(i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

- (ii) Shipping Containers The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.
- c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.
- d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 May 97, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.
- e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.
- f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.
 - g. SUPPLEMENTAL INSTRUCTIONS: n/a

(End of clause)

(DS6413)

INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

9 52.246-2 INSPECTION OF SUPPLIES - FIXED-PRICE

AUG/1996

DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

| CONTINUATION SHEET | Reference No. of Document Be | Page 8 of 16 | |
|--------------------|------------------------------|--------------|--|
| CONTINUATION SHEET | PHN/SHN DAAE20-03-P-0404 | MOD/AMD | |

Name of Offeror or Contractor:

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

| 10 | 52.242-17 | GOVERNMENT DELAY OF WORK | APR/1984 |
|----|-----------|---|----------|
| 11 | 52.247-48 | F.O.B. DESTINATION - EVIDENCE OF SHIPMENT | FEB/1999 |
| | | | |
| 12 | 52.211-16 | VARIATION IN QUANTITY | APR/1984 |

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.
 - (b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(End of Clause)

(FF7020)

13 52.247-4531 COGNIZANT TRANSPORTATION OFFICER

MAY/1993

- (a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:
- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
 - (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
- (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
- (4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.
 - (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

| | | | | Refer | ence N | o. of Document B | Being Continue | ed | | Page 9 of 16 |
|---------|--------------------|------------|----------------------------|----------------|---------|------------------|----------------|---------|-----|--------------|
| | CONTINUATION SHEET | | PIIN/SIIN DAAE20-03-P-0404 | | MOD/AMD | | | | | |
| Name | of Offeror or C | ontractor: | 1 | 1 | | | | | | 1 |
| CONTRAC | CT ADMINISTRATI | ON DATA | | | | | | | | |
| | | | | | | | JOB | | | |
| LINE | PRON/ | OBLG | | | | | ORDER | ACCOUNT | ING | OBLIGATED |
| TEM | AMS CD A | CRN STAT | ACCOUNTING | CLASSIFICATION | | | NUMBER | STATION | | AMOUNT |
| 0001 | M131S732M1 | AA 2 | 97 X4930 | C6G 6D | 26FB | S11116 | | W52H09 | \$ | 14,750.00 |
| 07 | 700116Z6ZA | | | | | | | | | |
| | | | | | | | | TOTAL | \$ | 14,750.00 |
| SERVICE | 2 | | | | | | ACCOU | NTING | | OBLIGATED |
| NAME | TOTAL | BY ACRN | ACCOUNTING | CLASSIFICATION | | | <u>STATI</u> | ON | | AMOUNT |
| Army | | AA | 97 X4930 <i>I</i> | C6G 6D | 26FB | S11116 | W52H0 | 9 | \$_ | 14,750.00 |
| | | | | | | | | TOTAL | \$ | 14,750.00 |

AUG/1997

The paying office shall ensure that the invoice/voucher is disbursed from each ACRN as indicated on the invoice/voucher.

(End of clause)

52.232-4500 CONTRACT PAYMENT INSTRUCTIONS

(GS7016)

14

TACOM-RI

Reference No. of Document Being Continued

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Name of Offeror or Contractor:

SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

| 15 | 252.247-7023 DFARS | TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE III | MAY/2002 |
|----|-------------------------|---|----------|
| 16 | 52.246-4500 TACOM-RI | MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) | NOV/2001 |

- (a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.
- (b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is mendozac@ria.army.mil. The data fax number for submission is 309-782-3813, ATTN: Cathy Mendoza.
- (c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:
 - (1) The FMS/MAP copies may be submitted to: - 4-

(End of Clause)

(HS6510)

17 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY DFARS

NOV/1995

- (a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer of sources of supplies it acquires.
 - (b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

| | National | Commercial | | | | |
|-------|----------|------------|---------|--------------|----------|--------|
| Line | Stock | Item | | Source of Su | pply | Actual |
| Items | Number | (Y or N) | Company | Address | Part No. | Mfg |
| (1) | (2) | (3) | (4) | (4) | (5) | (6) |
| | | | | | | |
| | | | | | | |

(1) List each deliverable item of supply and item of technical data.

37-----

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- (2) If there is no national stock number, list ''none.''
- (3) Use ''Y'' if the item is a commercial item; otherwise, use ''N''. If ''Y'' is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use ''Y'' if the source of supply is the actual manufacturer; ''N'' if it is not; and ''U'' if unknown.

(End of clause)

NOTE:

- a. An original and one copy of the information required above, shall be provided to the Contracting Officer at the address set forth in Section G, or block 7 of the SF33 (or in block 6 of the DD Form 1155).
- b. In the event that additional sources of supply are identified and utilized after the submittal required by paragraph (b) above, the Contractor will provide the required information for each additional source of supply not later than the date of final delivery of the applicable Contract Line Item.

(End of Clause)

(HA7705)

18 52.245-4575 DEMILITARIZATION - SMALL ARMS WEAPONS AND PARTS, AND ACCESSORIES FEB/1995 TACOM-RT (CATEGORY I - MUNITIONS LIST ITEMS)

- (a) Definitions. (i) ''Excess property,'' means property of the type covered by this contract for which the Contractor does not claim or is refused payment; including, but not limited to, rejects or overruns. Excess property (whether title to the property is in the Government or not) includes completed or partially completed parts, components, subassemblies and assemblies, end items, and all associated packaging and marking.
- (ii) ''Significant Military Equipment (SME),'' means those articles for which special controls are warranted because of their capacity for military utility or capability.
- (iii) ''Munitions List Items (MLI),'' means those items listed on the U.S. Munitions List. The U.S. Munitions List delineates the articles, services and related technical data designated as defense articles and defense services pursuant to the Arms Export Control Act.
- (b) This contract requires the manufacture, assembly, test, maintenance, repair and/or delivery of military/defense items. This clause sets forth the requirements for the demilitarization, and corresponding certification, of excess property under this contract. These requirements are applicable to any contractor/subcontractor who performs work on this contract.
- (c)(1) Upon completion of production under this contract, the contractor shall notify the ACO, or his designated representative, in a timely manner so that a Government representative can physically witness the demilitarization of material under this contract. Demilitarization shall be accomplished as prescribed in subparagraph (d) below. The Contractor and the Government representative are both required to sign and date the demilitarization certificate (provided below). The certificate shall state that demilitarization has been accomplished, and identify the quantity and items which were demilitarized.

CERTIFICATE

| I, | (name | and title | of Contrac | tor's empl | loyee) am | the officer |
|---|------------|------------|-------------|------------|------------|--------------|
| or employee of | (name of | company) | responsible | for assur | ring demil | itarization |
| requirements have been accomplished. I certify that | : ** (IDE1 | NTIFY ITEM | S AND QUANT | ITIES) ** | were demi | litarized in |
| accordance with instructions provided in contract | | | (contract | number). | | |

(end of certificate)

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(2) This certificate, along with the final DD Form 250, will be forwarded by the Government QAR to the Administrative Contracting Officer (ACO) so that final payment can be made. The ACO will not release the final DD Form 250 for payment to the Contractor unless the Demilitarization Certificate has been received. The Demilitarization Certificate received will become part of the contract file.

WARNING: SIGNING A FALSE CERTIFICATE CONSTITUTES A FELONY AND MAY SUBJECT THE INDIVIDUAL TO CRIMINAL PROSECUTION.

- (3) To accomplish the certification requirements for subcontractor demilitarization, the contractor is required to follow all procedures of subparagraph (c)(1) above. The subcontractor is responsible for all of the contractor requirements specified, and the contractor is responsible for all of the Government requirements specified. Therefore, the prime Contractor must witness the actual demilitarization of material under this contract by the subcontractor, and so certify.
- (d) Excess property shall be completely destroyed or mutilated (whichever is prescribed) prior to final payment, as set forth below. Demilitarization is necessary in order that the property will be unusable or nonreclaimable for its original purpose, and to preclude the possibility of reconditioning the property to make saleable as implements of destruction.
 - (1) The following items are considered to be SME and require total destruction worldwide:
- (i) All nonautomatic, semiautomatic, and automatic firearms and other weapons up to and including .50 caliber and all components and parts;
 - (ii) Shotguns and all components and parts;
 - (iii) Shoulder fired grenade launchers and all components and parts;
 - (iv) Man portable rocket launchers and all components and parts;
- (v) Individually operated weapons which are prorable and/or can be fired without special mounts or firing devices and which have potential use in civil disturbances and are vulnerable to theft and all components and parts;
 - (vi) Pyrotechnic pistols and other ground signal projectors and all components and parts;
 - (vii) Rifle grenade launchers and all components and parts;
- (viii) Magazines and ammunition clips for items in this category. (Clips for the M1 rifle do not require demilitarization.)
- (ix) Insurgency counter-insurgency type firearms or other weapons having a special military application (i.e., close assault weapons systems), regardless of caliber, and all components and parts;
 - (x) Technical data related to the manufacture or production of any defense article enumerated above.
 - (2) The following items are considered to be SME accessories and require key point demilitarization worldwide:
 - (i) Gun mounts (including bipods and tripods). Key points are all attachment points/fittings and moveable joints.
- (3) The following items are considered to be MLI accessories and require total or key point destruction worldwide, or as indicated:
 - (i) Silencers, suppressors and mufflers (total destruction).
- (ii) Rifle scopes and all types of telescopic and optical sights including those designated for night sighting and viewing (key point destruction). Key points are attachment points/fittings, lenses, infrared source and as otherwise indicated by the ICA.
 - (4) The following items are considered to be MLI and to not require demilitarization:
 - (i) Clips for the M1 Rifle.
- (ii) All other technical data (not in subparagraph (d)(1) above) and defense services directly related to any defense article enumerated in this category.
 - (e) Method and degree of demilitarizations.
 - (1) For items listed in subparagraph (d)(1) above, the preferred normal method of demilitarization is by torch cutting

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utilizing a cutting tip that displaces at least 1/2 inch of metal. All cuts will completely sever the item and be made in accordance with instructions applicable to the items being demilitarized as depicted in appropriate figures in Appendix 7 of DoD 4160.21-M-1, Defense Demilitarization and Trade Security Control Manual. Shearing, crushing, deep water dumping or melting may be utilized when such methods of demilitarization are deemed more cost effective and/or practicable and are authorized by appropriate authority.

- (2) Machine Guns will be demilitarized by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal or shearing the receiver in a minimum of two places or by crushing in a hydraulic or similar type press. The barrel will be torch cut, sheared or crushed in the chamber area and in two or more places to the extent necessary to prevent restoration. If the shearing or crushing method is used, the trunnion block and side frame must be completely cut through, broken or distorted to preclude restoration to a usable condition.
- (3) Receivers shall be demilitarized by torch cutting in a minimum of two places utilizing a cutting tip that displaces at least 1/2 inch of metal or crushed to the extent necessary to preclude restoration to a usable condition.
- (4) Bolts and barrels will be demilitarized by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal or crushed to the extent necessary to preclude restoration to a usable condition.
- (5) Accessories; i.e., silencers and mufflers, rifle grenade launchers, riflescopes and all types of telescopic and optical sights including those designed for night sighting and viewing, and gunmounts (including bipods and tripods) will be demilitarized by breaking, crushing or cutting in a manner which precludes restoration to a usable condition in accordance with instructions applicable to the items being demilitarized as depicted in appropriate figures contained in Appendix 7 of DoD 4160.21-M-1.
 - (6) Other metallic parts, including M2 conversion kits, will be demilitarized by cutting, crushing or melting.
- (7) Technical Data, to include any reproduced copies, additional drawings and working papers, will be demilitarized by burning, shredding or pulping.
- (f) If demilitarization by melting is authorized and the Contractor does not possess the capability to perform this operation, this could be accomplished at Contractor expense by Rock Island Arsenal. If you desire to use this method, refer to the clause in Section J titled ''Attachment Demilitarization by Melting/Demilitarization of Surplus Small Arms Weapons and Parts.
- (g) The requirements of this clause shall apply to any packaging of Government property and excess property containing nonremovable markings required exclusively by this contract. Removable markings shall be removed before any nondemilitarized disposition.
- (h) The Contractor/subcontractor agrees that no items demilitarized, as stated above, will be disposed of by the Contractor/subcontractor other than as scrap.
- (i) Any excess property which arises out of this contract, but for which no demilitarization order was included in the contract, shall not be released, retained, sold, or disposed of in any manner without instructions from the ACO.
 - (j) Any requests for exceptions or waivers to this clause must be made in writing to the Procuring Contracting Officer.
- (k) The Contractor further agrees that this clause, including this subparagraph (k), will be included in any subcontracts for the aforesaid items.

(End of clause)

(HS7500)

19 52.247-4545 TACOM-RI PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION

MAY/1993

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

| snipped | From: | |
|---------|-------|--|
| | | |
| | | |

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| For contracts involving F.O.B. Origin shipments furnish the following rail information: | | | | |
|---|--|--|--|--|
| Does Shipping Point have a private railroad siding? YES NO | | | | |
| If YES, give name of rail carrier serving it: | | | | |
| If NO, give name and address of nearest rail freight station and carrier serving it: | | | | |
| Rail Freight Station Name and Address: | | | | |
| Serving Carrier: | | | | |
| (End of Clause) | | | | |
| (HS7600) | | | | |

CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

(IA7001)

| 20 | 52.211-5 | MATERIAL REQUIREMENTS | AUG/2000 |
|----|-----------------------|--|----------|
| 21 | 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS | SEP/1990 |
| 22 | 52.222-19 | CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES | SEP/2002 |
| 23 | 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | FEB/1999 |
| 24 | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR | MAY/1999 |
| | | REGISTRATION | |
| 25 | 52.243-1 | CHANGES - FIXED PRICE | AUG/1987 |
| 26 | 252.204-7003 DFARS | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT | APR/1992 |
| 27 | 252.225-7001 DFARS | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM | APR/2003 |
| 28 | 252.225-7016 DFARS | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS | APR/2003 |
| 29 | 252.225-7025 DFARS | RESTRICTION ON ACQUISITION OF FORGINGS | APR/2003 |
| 30 | 252.231-7000 DFARS | SUPPLEMENTAL COST PRINCIPLES | DEC/1991 |
| 31 | | POSTAWARD CONFERENCE | DEC/1991 |
| 32 | 252.243-7001 DFARS | PRICING OF CONTRACT MODIFICATIONS | DEC/1991 |
| 33 | 252.246-7000 DFARS | MATERIAL INSPECTION AND RECEIVING REPORT | MAR/2003 |
| 34 | 52.213-4 | TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) | JUN/2003 |

Paragraph (b)(1)(viii) is deleted from this clause.

Information to be inserted in Paragraph (c):

http://www.arnet.gov/far/

or

www.acq.osd.mil/dp/dars

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Name of Offeror or Contractor:

(IF8001)

35 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.
- (b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

- 36 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS FEB/2003
 DFARS
- (a) <u>Definition</u>. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.
- (b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at http://www.dcma.mil/onebook/7.0/7.2/7.2.6/reports/modified.xls
- (c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--
 - (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
 - (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

| SPI Process: |
|---|
| Facility: |
| Military or Federal Specification or Standard: |
| Affected Contract Line Item Number, Subline Item Number, Component, or Element: |

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

⁽¹⁾ May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

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| CONTINUATION SHEET | PIIN/SIIN DAAE20-03-P-0404 | MOD/AMD | |
| Name of Offeror or Contractor: | | | • |

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)